

EXHIBIT 77

Excerpts of Deposition of Shannon Knapp

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

Cung Le, Nathan Quarry, Jon)
Fitch, on behalf of)
themselves and all others)
similarly situated,)
)
)
Plaintiffs,)
)
v.) Lead Case No.
) 2:15-cv-01045-RFB-(PAL)
Zuffa, LLC, d/b/a Ultimate)
Fighting Championship and)
UFC,)
)
Defendant.)
_____)

CONFIDENTIAL

VIDEOTAPED DEPOSITION OF SHANNON KNAPP

KANSAS CITY, MISSOURI

April 11, 2017

9:13 a.m.

Reported By:
Kay Merley, RMR, CRR
Job No. 49614

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1	Q. On the Internet?	1	but talent is the big deal.
2	A. Yeah.	2	Q. Are any of Invicta's athletes ranked nationally, let's say?
3	Q. So can you just tell me a little bit how you did that? Did Invicta have a website?	3	A. Yeah, of course. Of course, because I have divisions nobody else has, you know. Plus, there are some of my athletes that other promotions have those divisions and my athlete's still ranked.
4	A. Yeah, we streamed it live, yeah.	4	Q. Would you say that's part of Invicta's success, that it has top-ranked athletes?
5	Q. Okay. Is that the only way during that first year? Was that the only way people could access it?	5	A. Well, honestly, I think we'd be successful regardless because I think we put on a great show. I think people are going to watch, you know. I mean, not all of my athletes are the top, top, top, you know. But they put on top performances, so that is the difference. I'm a little biased when it comes to Invicta, so...
6	A. I tried later in the year, and it might have been 2013 before I tried it. I'd have to look at papers to be sure, but I tried to do some Internet where you purchase it, and we crashed every payroll server there was. We crashed Ustream, you know, and I always did the right thing. I'd always just give everybody their money back, let them watch it for free.	6	Q. Sure. Does Invicta ever co-promote with other MMA promoters?
7	We continued to build a brand. The brand is successful because it's built within the community. You know, we make people part of it.	7	A. Co-promote? I don't attach other promoter's names to, you know, my billing, but do I do like -- there are certain promotions that have tournaments, you know, and I will give the winner a contract, so -- but I work with a lot
8		8	
9	Q. I want to go back to -- I think you said -- when I asked you what are the elements that makes -- that make Invicta successful, I think you said the product. Could you tell me what you mean by the product?	9	
10		10	
11		11	
12		12	
13		13	
14		14	
15		15	
16	A. You know, the passion that my athletes -- you know, I mean, when they step into the cage at Invicta, they come to fight. They come to win. They put on amazing performances, you know. A matchmaker can be -- you know, any match-up can look great on paper, but whoever steps into that cage, that's what makes it all go, you know, the performances, so I've been really blessed. I have great athletes. They love Invicta. They love the cause. They get behind it. They promote it. And we work, you know, to make it better.	16	of people, so -- I don't know that the co-promote word -- when you say co-promote, I think of a billing, you know, like, you know, you're doing an event, and both are getting a billing on the show. Does that make sense?
17		17	Q. Both --
18		18	A. I'm trying to define that. So, example, like, Invicta FC, you know, with -- let's use UFC --
19		19	Invicta and UFC presents. That to me is what co-promoting -- that's what I think of when
20		20	you say co-promoting, so I think of that. I just think of it, you know, two promotions in
21		21	the billing is the idea.
22	Q. And so is that something -- when you're looking for athletes to fight for Invicta, what do you look for?	22	Q. Do you ever schedule bouts where an Invicta fighter fights a fighter who's under contract with another MMA promoter?
23	A. Everything. I mean, you look for, you know -- you look for talent, of course, first and foremost for me. I'm looking for talent. I want the best of the best, you know. You know, after, you know, you find the talent, if you get lucky and blessed that, you know, they're incredibly marketable, they're an incredible just individual and they're active in their communities and they do great things, then that's just the added perks of things,	23	A. I have, yeah.
24		24	Q. How often would you say you've done that?
25		25	A. How often? I mean, it's not standard. You know, I mean, typically I like to fight my own athletes that are signed to contracts to me, so it's not standard, you know. Maybe a couple times or so, something like that, a few.
			Q. Do you remember what promotions the athletes

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1	so for me, you know, I -- it doesn't, you 2 know, up my profile of Invicta or anything 3 like that, but it does make a difference for 4 the women in the sport. I mean, it's not 5 putting more money in my bank account for 6 Invicta. It's not making us more lucrative, 7 so -- but does it -- I would be sending those 8 athletes anyway. It's just kind of like an 9 extended courtesy.	1	Q. So I'd just like to talk about on the second page, the third full paragraph starts with the words "in keeping." And it says, "In keeping with the goal of providing the best opportunities possible, Knapp will work in partnership with other promotions to ensure that fighters are able to stay busy. Knapp states that Invicta FC fighters will all be paid a fair market value, but given that her promotion will likely stick to four events per year, she understands that that may not be enough to get every fighter the fight that she wants -- the fights, excuse me, that she wants or needs."
10	Q. Okay.	10	So there's -- first of all, this paragraph is paraphrasing you, but is there any reason to believe you didn't -- that it misrepresents your position or misrepresents -- misrepresented your position at that time.
11	MR. RAYHILL: So I guess we're going 12 to go -- in terms of exhibit numbers, we'll 13 just start with Knapp 1.	11	MR. WIDNELL: Objection, foundation.
14	(Deposition Exhibit 1 was marked for 15 identification.)	12	A. So I think that when you read that paragraph, 13 I think that you definitely have to look at 14 the fact that I state, you know, I'm only 15 going to do about four events a year, so if I
16	A. Should have brought my glasses, huh?	16	sign talent, four events, I can't keep those 17 athletes busy, so, you know, that was my basis 18 for saying that, you know, I'm going to work 19 with other promotions, but I work with other 20 promotions anyway, so...
17	Q. (By Mr. Rayhill) Not all of them -- the print 18 is particularly small in this one.	21	Q. And so four events a year is not enough for a 22 fighter to --
18	A. It's away -- it's like...	22	A. No, I mean, not if you have a lot of athletes. 23 And you have to remember, when I started 24 Invicta, I had a bunch of athletes that wanted 25 to fight. I mean, there's no way I could keep athletes busy with four fights a year.
19	MR. DURBIN: You want me to hold it?	23	Q. So in order to keep the -- get the athletes 24 enough fights, you would work with other 25 promotions?
20	A. Not that bad, not that clear over there. So 21 this is an interview or something, right?	24	A. Yeah.
21	MR. WIDNELL: Have you produced this 22 to us?	25	Q. And Jewel was one of those promotions?
22	MR. RAYHILL: No.	25	A. In 2012, I think. I think that's when -- I'm not sure in the beginning if we signed, like, long-term contracts. You know, I'm not sure if we signed -- we might have done -- maybe the first couple shows we did one-offs, you know, which would just be one fight, so I would have to look back, but...
23			Q. Okay. That's all. I'm finished with that
24			
25			

16 (Pages 58 to 61)

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1	document.	1	A. Oh, absolutely, once, yeah, one time.
2	MR. WIDNELL: Kevin, could we go off	2	Q. Can you tell me when that was?
3	the record just briefly?	3	A. It would be February of 2015, I believe.
4	MR. RAYHILL: Absolutely.	4	Q. And can you tell me about -- so can you tell
5	THE VIDEOGRAPHER: Stand by, please.	5	me how much financial support they provided?
6	Going off record at 10:23 a.m.	6	A. They just covered an event, so I'd have to
7	(A recess was taken.)	7	look at the figures, you know, to be exact,
8	THE VIDEOGRAPHER: Here marks the	8	but I know they just covered an event, a full
9	beginning of Media 2. Resuming record at	9	event once.
10	10:37 a.m.	10	Q. So when you say they covered the full event,
11	Q. (By Mr. Rayhill) Okay. Does Invicta have a	11	do you mean they paid for all expenses related
12	relationship with -- strike that. Does	12	to that event?
13	Invicta have a financial relationship with	13	A. Yes.
14	Zuffa?	14	Q. Do you recall where the event was?
15	A. What do you mean?	15	A. Yes. At the Shrine in L.A.
16	Q. Well, let me make it a more general question.	16	Q. The Shrine is the Shrine Auditorium?
17	Does Invicta have a business relationship with	17	A. Uh-huh.
18	Zuffa of any kind?	18	Q. Do you recall if Zuffa provided any logistical
19	A. Yes.	19	support for that event?
20	Q. Can you tell me about that?	20	A. In terms of?
21	A. Yes. We have a broadcast distribution deal	21	Q. Did they help you find the venue?
22	with the UFC, which means that we air on UFC	22	A. Yes.
23	Fight Pass.	23	Q. Did they help you sell tickets?
24	Q. And how long have you had that arrangement	24	A. What do you mean by that?
25	with Zuffa?	25	Q. Did they -- well, let's strike that question.
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1	A. I think I'm going on two years.	1	Did they help you determine the price for the
2	Q. And can you tell me what sort of content, what	2	tickets?
3	sort of Invicta content gets -- let's back up.	3	A. Yes, because I asked for assistance.
4	Does some Invicta content get broadcast on	4	Q. Did they help with advertising for the event?
5	Fight Pass?	5	A. I believe not, other than on the digital
6	A. Yes.	6	platform.
7	Q. And Fight Pass is a subscription service that	7	Q. Was that event broadcast -- when you say the
8	UFC runs; is that correct?	8	digital platform, are you talking about Fight
9	A. Yes.	9	Pass?
10	Q. Can you tell me what kind of content gets	10	A. Yes.
11	broadcast, what kind of -- type of Invicta	11	Q. Okay. Was that event broadcast on Fight Pass?
12	content gets broadcast on Fight Pass?	12	A. Yes.
13	A. Yeah, live events.	13	Q. So when you say they advertised on the digital
14	Q. And how many live events per year, let's say?	14	platform, do you mean that they did
15	A. Six to eight, you know. I mean, this year	15	promotional ads?
16	will be six.	16	A. Right, correct.
17	Q. How many live events does Invicta typically do	17	Q. For the upcoming event?
18	in a year?	18	A. Correct.
19	A. About six. We're looking to do eight this	19	Q. And that was the only event that they provided
20	year.	20	that sort of --
21	Q. Has Zuffa ever provided any financial support	21	A. Yeah.
22	for an Invicta event, a live MMA event?	22	Q. -- financial support for?
23	A. Yeah.	23	A. Yes.
24	Q. And can you tell me roughly how many times	24	Q. And the same for the logistical support,
25	Zuffa has provided financial support?	25	helping find a venue?

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<p>1 and all other promotional marketing media 2 assets." And then it goes on to describe it 3 in detail.</p> <p>4 And I'm going to skip some of that 5 detail and drop down to the fifth line from 6 the bottom, starting with the words 7 "promotional materials." Do you see where I 8 am?</p> <p>9 A. Okay.</p> <p>10 Q. All right. So starting there, it says, 11 "Promotional materials (including, without 12 limitation, master recordings of any features 13 developed in connection with the live events, 14 fighter biographies, fighter promotional 15 photographs, and any promotional materials 16 used on or in connection with any fighter 17 websites), and any and all information, 18 materials, designs, and other content 19 contained in, and passwords for, any fighter 20 webpages (but not including any source code or 21 object code related to such webpages and 22 websites)." Do you see that?</p> <p>23 A. Uh-huh.</p> <p>24 Q. Can you tell me about the fighter webpages? 25 Let me rephrase that question. Did Invicta</p>	<p>1 unless sooner terminated in accordance with 2 the terms of this agreement." Do you see 3 that?</p> <p>4 A. Uh-huh.</p> <p>5 Q. So based on your understanding as a signer of 6 this document, the licensing rights that were 7 assigned in this document were forever?</p> <p>8 A. Right.</p> <p>9 Q. Okay.</p> <p>10 MR. DURBIN: Objection. Calls for a 11 legal conclusion and also misstates the 12 language of the document.</p> <p>13 MR. RAYHILL: Good point.</p> <p>14 Q. (By Mr. Rayhill) The -- yeah, the rights that 15 were assigned under this contract were 16 perpetual. Is that your understanding?</p> <p>17 A. Yeah.</p> <p>18 MR. DURBIN: Unless terminated 19 sooner. That's the language of the contract.</p> <p>20 MR. RAYHILL: Fair enough.</p> <p>21 Q. (By Mr. Rayhill) Has the contract been 22 terminated?</p> <p>23 A. No.</p> <p>24 Q. I'm done with that document. Thank you. 25 (Deposition Exhibit 5 was marked for</p>
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<p>1 develop fighter webpages for its fighters?</p> <p>2 A. I mean, we had a website that had the athletes 3 up, but they never got any of this stuff. I 4 mean, we didn't have passwords for fighter 5 pages or any of that kind of stuff, so...</p> <p>6 Q. Well, so do you have an understanding what 7 they're referring to there when they refer to 8 fighter webpages?</p> <p>9 A. To a degree. I'm thinking what they thought 10 was like, you know, if the fighters went up 11 and -- you know, we had the athletes up on the 12 website and then, like, their bio information, 13 stuff like that, but I'm not 100 percent sure. 14 But that encompasses a lot of stuff, and I 15 never had to give any of that, so...</p> <p>16 Q. I couldn't hear the last part.</p> <p>17 A. I said that paragraph encompasses a ton of 18 stuff.</p> <p>19 Q. And you never had to give it?</p> <p>20 A. Yeah, so...</p> <p>21 Q. I see. Okay. Turning to the second page 22 ending in 8055, Paragraph 6, it says, "Term 23 and Termination," Subparagraph 6.1, Term. 24 "The term of this agreement shall commence on 25 the effective date and shall be perpetual,</p>	<p>1 identification.)</p> <p>2 A. Yeah.</p> <p>3 Q. (By Mr. Rayhill) You've been handed what's 4 been marked as Exhibit 5. It has the Bates 5 number INV0764. Do you recognize this 6 document?</p> <p>7 A. Uh-huh.</p> <p>8 Q. Can you tell me what it is?</p> <p>9 A. It's an e-mail, a couple of e-mails where I 10 reached out to Don Lorenzo about Invicta being 11 on Fight Pass, where I sent over some reports 12 from the shows that I had done where we 13 crashed payroll servers and things like that.</p> <p>14 Q. Okay. So is this an e-mail that you sent and 15 received in the ordinary course of business?</p> <p>16 A. What do you mean?</p> <p>17 Q. Is this an e-mail you received as part of your 18 work for Invicta?</p> <p>19 A. Yeah, I mean, yeah, I'm soliciting to try to 20 get on Fight Pass.</p> <p>21 Q. Okay. So turning to page ending in 766.</p> <p>22 A. Uh-huh.</p> <p>23 Q. In the middle of the page, it's an e-mail from 24 you to Dana White and Lorenzo Fertitta. Do 25 you see that?</p>

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<p>1 A. Yeah.</p> <p>2 Q. It says, "Hello, Dana and Lorenzo. I hope 3 you're doing well. I spoke with Dana a few 4 weeks ago about the possibility of Invicta 5 being broadcast exclusively on Fight Pass. I 6 would love the opportunity to speak with you 7 more regarding Invicta and Fight Pass. I 8 really believe it could be a partnership that 9 brings great value to both companies and the 10 sport." Did you write that?</p> <p>11 A. Yes.</p> <p>12 Q. Can you tell me what you meant by "it could be 13 a partnership that brings great value to both 14 companies and the sport"?</p> <p>15 A. Yeah, they need content for Fight Pass, and 16 Invicta, I think, is a great product to put on 17 Fight Pass, so to me that's great value in a 18 partnership.</p>	<p>1 A. Right.</p> <p>2 Q. So -- and that would have involved recording 3 the fights in some way; is that correct?</p> <p>4 A. Uh-huh. Yeah, we always record it. We always 5 had a truck and record it just like it's being 6 aired on television.</p> <p>7 Q. Okay. And just to be clear, you recorded all 8 the Invicta events?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. And so under the -- well, let's go 11 through it. Okay. The top of the document, 12 it says "license agreement," and I'll just, 13 you know, for the record represent that here 14 in the first paragraph, it refers to in the 15 second line, refers to Invicta FC as the 16 licensor and on the fourth line refers to 17 Zuffa, LLC, as the licensee?</p> <p>18 A. Yes, sorry. I'm yawning.</p> <p>19 Q. Not a problem. Okay. Paragraph 1, "Term," 20 starting in the middle of the second line. 21 "The term of this agreement shall commence on 22 May 1st, 2014, and expire on March 31st, 23 2015," in parentheses and quotes, "(Term)." Do you see that?</p> <p>24 A. Uh-huh.</p>
19	25
<p>Q. Okay. All right. Done with that.</p> <p>A. We're done?</p> <p>Q. All done. Yes, sorry.</p> <p>(Deposition Exhibit 6 was marked for identification.)</p> <p>Q. (By Mr. Rayhill) Okay. You've been handed what's been marked as Exhibit 6. It has the</p>	<p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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<p>1 Bates number ZFL1227979. Let me know when 2 you've had a chance to look it over.</p> <p>3 A. I'm good. I mean, we can just go through it. 4 I mean, I haven't seen it in a while, but --</p> <p>5 Q. We are going to go through it. Do you 6 recognize this document?</p> <p>7 A. Yeah, yeah.</p> <p>8 Q. Can you tell me what it is?</p> <p>9 A. It's a license agreement.</p> <p>10 Q. Okay. A license agreement with whom?</p> <p>11 A. For Invicta and the UFC Fight Pass.</p> <p>12 Q. Okay. And just generally can you tell me 13 what's -- what transpired under this license 14 agreement? What did you grant the license -- 15 first of all, did you grant the license?</p> <p>16 A. Yeah.</p> <p>17 Q. Under this agreement? And what did you grant 18 the license for?</p> <p>19 A. To air our live events and for our library to 20 be housed on UFC Fight Pass.</p> <p>21 Q. Okay. So let's start with the live events. 22 So I believe you testified earlier -- and 23 correct me if I'm wrong -- that you had 24 broadcast the early Invicta fights on your 25 website?</p>	<p>1 Q. Okay. The Subparagraph (a), "The term may be 2 extended in accordance with the following: 3 Zuffa shall have the right in its sole 4 discretion to two separate one-year extensions 5 of the term, parentheses, (each an 'extension 6 term')" -- quotations around extension term, 7 closed parentheses -- "of this agreement by 8 providing written notice to Licensor by no 9 later than January 1st, 2015, to extend the 10 term for a period," you know, commencing soon 11 thereafter, and then another chance to extend 12 it. Did Zuffa extend this contract?</p> <p>13 A. Yes.</p> <p>14 Q. Is the contract still in effect?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. Has there been a second extension, or 17 are we still on the first extension?</p> <p>18 A. We've modified the agreement, and we're in the 19 second -- let's see -- went in in '14; right? 20 MR. DURBIN: (Nods head.)</p> <p>21 A. '14, so '15, '16, and, yeah, '17.</p> <p>22 Q. (By Mr. Rayhill) So when you say you modified 23 the agreement, can you tell me what you meant 24 by that?</p> <p>25 A. There was another document that modified -- or</p>

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1	just increasing the pay.	1	A. Yeah, it was March 25th.
2	Q. Increasing the -- I see.	2	Q. Okay. And was that a Pay-Per-View event?
3	A. Yeah, in the licensing fee.	3	A. No.
4	Q. The licensing fee.	4	Q. Or was it included in the subscription?
5	A. Yeah.	5	A. Yeah.
6	Q. Thank you.	6	Q. Do you have a sense -- a sense of how many viewers watched?
7	MR. RAYHILL: Nick, can I just ask	7	A. No. We don't have -- no, we don't have
8	with trepidation, did Zuffa produce the second	8	numbers for it. I can just tell by, I mean,
9	licensing, the modified licensing agreement?	9	social media and different things. I mean, we
10	MR. WIDNELL: You know, I don't know	10	went up against March Madness. We turned in
11	the answer to that.	11	No. 5 start from the very first fight, packed
12	MR. RAYHILL: Let me ask you, can you	12	the house. And that's the -- March Madness
13	check on it, and if the answer is no, unless	13	was here in Kansas City, so we must be doing
14	there's -- you know, if it's outside the	14	something right; right?
15	discovery period or whatever there's a reason	15	
16	for not producing it --	16	Q. Good for you.
17	MR. WIDNELL: I don't recall, but	17	MR. DURBIN: And it went up against
18	yeah.	18	the Jayhawk game.
19	MR. RAYHILL: And I'll check too.	19	THE WITNESS: Yeah.
20	Thank you.	20	MR. DURBIN: In Kansas City.
21	Q. (By Mr. Rayhill) Turning to Paragraph 2,	21	THE WITNESS: In Kansas City. Yeah,
22	"Events," it says, "Zuffa hereby orders from	22	we had trending in on the top 10 -- well, top
23	the Licensor, and Licensor hereby agrees to	23	5 right out of the gate and stayed that way,
24	provide no less than four live professional	24	and we made it up to No. 3 during the Kansas
25	mixed martial arts events under the brand name	25	game, and, you know, that's worldwide.
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1	'Invicta.'" And then it goes on. And then in	1	Q. (By Mr. Rayhill) Great.
2	the -- carrying over to the top of the next	2	MR. DURBIN: Of course, K.U. wasn't
3	page, the last sentence in that paragraph	3	playing very well.
4	reads, "Zuffa shall have the option to license	4	Q. (By Mr. Rayhill) Thank you for that.
5	each event produced by licensor during the	5	THE WITNESS: That added note.
6	term." So I think you said -- can you tell me	6	MR. DURBIN: As a bitter Jayhawk fan,
7	how many live events Invicta produces per	7	let me say, K.U. didn't play very well that
8	year?	8	night.
9	A. Anywhere from six -- yeah, I think the first	9	MR. RAYHILL: All right.
10	one we started out -- 2014 I think we did	10	THE WITNESS: This is the longest
11	four, but we're doing six now and hopefully	11	I've sat in a long time.
12	eight this year.	12	MR. RAYHILL: Sorry.
13	Q. I see, okay. And has Zuffa picked up the	13	THE WITNESS: That's okay. So if I
14	rights to all of those events?	14	just move around a lot.
15	A. Yeah, they've -- I mean, I'm their No. 1	15	MR. RAYHILL: Well, I'll try to just
16	property on Fight Pass, so they've never	16	skip to the important parts.
17	turned down one of them.	17	Q. (By Mr. Rayhill) Looking at the top of the
18	Q. So when you say you're their No. 1 property,	18	page ending in 7981, the very top paragraph,
19	can you tell me what that means?	19	it's a partial paragraph. The paragraph
20	A. Well, it means live events, the most viewers	20	begins on the prior page. It's Paragraph 3.
21	watch our content, the Invicta content. We're	21	It's called "Grant of Rights," and I'm not
22	very popular on the platform.	22	going to read the whole paragraph. I just
23	Q. Good. Do you have a sense, let's say, the	23	want to read the last sentence, which is at
24	last -- can you tell me when the last Invicta	24	the top of 7981.
25	event was broadcast on Fight Pass?	25	And it says, "License period means

30 (Pages 114 to 117)

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<p>1 comes to all female, you know, I think there 2 was a promotion years -- you know, maybe five, 3 six years ago that threw a few fights here and 4 there, but nothing that's been steady, like 5 what we do at Invicta.</p> <p>6 Q. And how long have men's MMA promotions been in 7 existence?</p> <p>8 A. Oh, a long time, long time. I mean, early 9 '90s, maybe sooner. I wasn't involved back 10 then, so...</p> <p>11 Q. Would you say that women's MMA promoters or 12 the business of promoting MMA fights for women 13 is more of a nascent industry right now?</p> <p>14 A. Possibly, yeah.</p> <p>15 Q. At one point I think you were talking about 16 the success of a recent Invicta event, and I 17 think you talked about how it had gone up 18 against March Madness.</p> <p>19 A. Yeah, pretty cool.</p> <p>20 Q. When you're competing for eyeballs for an 21 audience, do you compete with Sports Center 22 too?</p> <p>23 A. I think you're competing with everybody when 24 you're trying to get the eyeballs, you know, I 25 mean, everything, even reality series. You</p>	<p>1 male and female, you know, my mother's -- 2 women love it that are my mom's age, so, yeah, 3 I think it's all over the board.</p> <p>4 Q. When you're competing for fighters to bring in 5 fighters, which promoters do you compete with 6 to -- when you're trying to sign a fighter?</p> <p>7 A. Everybody a little bit to a degree, you know. 8 Some are more aggressive. You know, I have 9 more competition with certain ones. You know, 10 can maneuver and do things that are not so 11 nice, but, yeah, you compete a little bit 12 about everybody. Even a little bit with the 13 UFC, even though we're on Fight Pass, there's 14 still going to be an athlete that they see, I 15 see, and we're both going to try to sign the 16 athlete.</p> <p>17 Q. So if you know that UFC is trying to sign an 18 athlete, that doesn't stop you from trying to 19 sign the athlete?</p> <p>20 A. Heck, no. I don't put UFC out in my 21 contracts. I'm not a feeder. I -- you know, 22 I really want to make this clear. I run my 23 promotion differently than all the other 24 promotions out there. You know, I can't ask 25 my athletes to fight hard for me if I'm not</p>
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<p>1 know, you're trying to get -- but to me, 2 you're kind of competing with everybody that's 3 got something going on that night.</p> <p>4 Q. Is there a specific demographic that you're 5 targeting?</p> <p>6 A. Not really. I mean, you've got your typical 7 18 to 35, but you kind of target everybody. 8 We're all over the board.</p> <p>9 Q. When you were working at Strikeforce, was 10 there a demographic that you were targeting?</p> <p>11 A. 18-to-35-year-old male.</p> <p>12 Q. Would that be a difference between your 13 promotion and other promotions that tended to 14 have a focus on men's --</p> <p>15 A. Yeah.</p> <p>16 Q. -- men's MMA promotions?</p> <p>17 A. Yeah.</p> <p>18 MR. RAYHILL: Objection, calls for 19 speculation.</p> <p>20 A. You know, I think that it's pretty standard 21 across the board on the male side of the 22 sport. I think for us, at Invicta, you know, 23 I can look at our audience, and I can see 24 that, you know, 18 to 35, the young kids, the 25 mature -- what I consider mature audience with</p>	<p>1 willing to fight hard for them and give them 2 the opportunities they're looking for. And I 3 assure you, every one of them wants to be in 4 the UFC. You know, it's not like anybody's 5 poaching or anybody's trying to take. This is 6 the dream, you know.</p> <p>7 Q. When you say that everybody wants to be in the 8 UFC, is that because UFC has restricted the 9 ability of other promoters to compete, or is 10 it because of something unique to the UFC?</p> <p>11 A. I think it's the Broadway, it's the Q-Tip, 12 it's the Kleenex, it's the big stage that we 13 all look at, you know. This day and age, I 14 mean, there's a lot of options out there these 15 days, a lot of options, a lot more than there 16 were years and years ago, but there are 17 definitely options, and, you know, I don't 18 know why each one wants to, but it's something 19 that's important to them, you know.</p> <p>20 Q. So my question was is in any way UFC's ability 21 to be attractive to professional MMA fighters 22 a function of UFC doing things to hurt 23 other --</p> <p>24 A. No.</p> <p>25 Q. -- fighters?</p>

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1 MR. RAYHILL: Objection, calls for 2 speculation. 3 A. I mean, no, I don't see that. I mean, I don't 4 see that.	1 go to Bellator on occasion. Would that be -- 2 would they go and fight for Bellator while 3 they were still under a contract with you? 4 A. Uh-huh, I have a couple that are going to 5 fight over there every once in a while. 6 Q. So are those -- are those fighters who are 7 fighting for Bellator currently under contract 8 with you? 9 A. Yeah, and what they are is, once again, it's 10 that regional thing where Bellator will go 11 into market, maybe one of my athletes are 12 there, so they'll compete on the card and sell 13 tickets or something. 14 Q. Do you regard that as co-promotion? 15 A. No, no. 16 Q. Would you describe yourself as someone who's 17 knowledgeable of the MMA industry? 18 A. Yeah. 19 Q. Is the term "elite professional MMA fighter" 20 widely understood within the MMA industry? 21 MR. RAYHILL: Objection. Calls for 22 speculation. 23 A. Repeat that just so I make sure I have a real 24 grasp of what you're saying. 25 Q. (By Mr. Widnell) Sure. Is the term "elite
1 harm IFC while you worked at IFC? 2 A. No, not that -- 3 MR. RAYHILL: Objection, IFL. 4 THE WITNESS: It's IFL. 5 MR. WIDNELL: I'm sorry, IFL. 6 THE WITNESS: That's okay. 7 Q. (By Mr. Widnell) I think you also -- you spoke 8 about using Jewel fighters. When you have a 9 fighter from Jewel that you use in an event, 10 does that fighter, then, typically go back to 11 fight for Jewel, or do you try to hire that 12 fighter? 13 A. No, I have a contract with them as well, but I 14 also -- they fight, you know, if the 15 opportunity comes there. 16 Q. When a fighter for Jewel fights for you at an 17 event, do you regard that as co-promoting? 18 A. Actually, no. I mean, once again, my 19 definition of co-promoting is more of the 20 billing. You know, that's what I think of is 21 you co-promote it like that, and I don't give 22 any kind of billing. Technically we are. You 23 know, if they have a contract there too, we're 24 co-promoting, but not... 25 Q. And you also spoke about your fighters would	1 professional MMA fighter" widely understood 2 within the MMA industry? 3 A. I would think so. 4 Q. Do you know what that term means? 5 A. I know what I perceive it to mean. I mean, to 6 me an elite professional is one of our 7 top-tier MMA athletes. 8 Q. Do you think that other people would share 9 your perspective of what that term means? 10 MR. RAYHILL: Speculation, objection. 11 A. I mean, the educated, you know, part of the 12 sport, you know, would definitely say that. I 13 mean, a typical fan, I don't know if they'd 14 know the difference if you're an MMA fighter 15 or if you're an elite. 16 Q. (By Mr. Widnell) So using that term, would you 17 say that all UFC fighters are elite 18 professional MMA fighters? 19 MR. RAYHILL: Objection, calls for 20 speculation. 21 A. I would think that most people that compete 22 there, you know, are at a higher level. But 23 in my opinion, you know, it's going to be the 24 A level that I consider to be the elite MMA. 25 Q. (By Mr. Widnell) So if I heard you correctly,
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<p style="text-align: right;">226</p> <p>1 it sounds like from your opinion, not all 2 fighters --</p> <p>3 A. No, like I say, it may be that way, but, yeah, 4 I don't think all of them are. But that's my 5 opinion based on, you know, if you got a new 6 guy coming in, is he elite yet? No, I think 7 he needs to prove himself a little more. So 8 just my opinion.</p> <p>9 Q. All right. Would you say that some of your 10 fighters in Invicta are elite MMA professional 11 fighters?</p> <p>12 A. Yes.</p> <p>13 Q. Would you say that some Bellator fighters are 14 elite professional MMA fighters?</p> <p>15 A. Yeah, I mean, yeah, we all have that A level, 16 that top tier. Every promotion has it, 17 whatever that is in that promotion, but yeah.</p> <p>18 Q. So would you say regional promoters have elite 19 professional MMA fighters?</p> <p>20 A. Well, some, you know. I think that -- I think 21 each is going to classify on their own 22 promotion that it's elite for them, but, yeah, 23 I mean, Bellator and the UFC have -- have the 24 highest profile of athletes.</p> <p>25 Q. How about WSOF, would you say they have elite professional MMA fighters?</p>	<p style="text-align: right;">228</p> <p>1 You have to be competitively matched and -- in 2 eight fights, could you do it? Sure, if 3 you're fighting high-quality fights, but I 4 think it's hard to put kind of a gauge on 5 that.</p> <p>6 MR. WIDNELL: I think we're done. Do 7 you have anything more?</p> <p>8 MR. RAYHILL: Take a five-minute 9 break.</p> <p>10 MR. WIDNELL: Sure.</p> <p>11 THE VIDEOGRAPHER: Stand by, please.</p> <p>12 Going off record 3:57 p.m. 13 (A recess was taken.)</p> <p>14 THE VIDEOGRAPHER: Resuming record at 15 3:58 p.m.</p> <p>16 MR. RAYHILL: Plaintiffs have no 17 further questions.</p> <p>18 MR. WIDNELL: Defendants have no 19 further questions.</p> <p>20 MR. DURBIN: The witness will read 21 and sign, and we will exercise our right to a 22 21-day review to mark it confidential or 23 highly confidential for attorneys' eyes only 24 in different parts of the transcript. Once we 25 have that transcript, we'll start that clock.</p>
<p style="text-align: right;">227</p> <p>1 professional MMA fighters?</p> <p>2 A. They've got a couple in there, yeah.</p> <p>3 Q. How about ONE, would you say they have 4 elite --</p> <p>5 A. Oh, I forgot about them. Oh, yeah, I forgot 6 about that promotion. Yeah, I'd definitely 7 say they do. They're doing extremely well.</p> <p>8 Q. How about a promotion like ACD, would you say 9 that they have elite professional MMA 10 fighters?</p> <p>11 A. I've never even heard from them, but, okay, 12 yeah, don't think so. I mean, maybe, what 13 they deem, you know.</p> <p>14 Q. If they were -- if they were winning fighters 15 from the UFC, would that make you think that 16 they might --</p> <p>17 A. If they were what?</p> <p>18 Q. If they were able to win fighters that the UFC 19 was also bidding for, would that make you 20 think --</p> <p>21 A. Possibly, yeah. I mean...</p> <p>22 Q. How quickly can you become an elite 23 professional MMA fighter?</p> <p>24 A. How quickly? Strange -- I mean, you have to 25 be able to fight top-tier talent, you know.</p>	<p style="text-align: right;">229</p> <p>1 THE VIDEOGRAPHER: Stand by, please. 2 End time 3:58 p.m.</p> <p>3</p> <p>4 (Time Noted: 3:58 p.m.)</p>

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1	STATE OF _____)	1	INSTRUCTIONS TO WITNESS
2) :ss	2	
3	COUNTY OF _____)	3	Please read your deposition over carefully
4		4	and make any necessary corrections. You should state
5		5	the reason in the appropriate space on the errata
6		6	sheet for any corrections that are made.
7	I, SHANNON KNAPP, the witness	7	After doing so, please sign the errata sheet
8	herein, having read the foregoing	8	and date it.
9	testimony of the pages of this deposition,	9	You are signing same subject to the changes
10	do hereby certify it to be a true and	10	you have noted on the errata sheet, which will be
11	correct transcript, subject to the	11	attached to your deposition.
12	corrections, if any, shown on the attached	12	It is imperative that you return the original
13	page.	13	errata sheet to the deposing attorney within thirty
14		14	(30) days of receipt of the deposition transcript by
15		15	you. If you fail to do so, the deposition transcript
16	SHANNON KNAPP	16	may be deemed to be accurate and may be used in court.
17		17	
18		18	
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20	Sworn and subscribed to before	20	
21	me, this day of	21	
22	, 2017.	22	
23		23	
24		24	
25	Notary Public	25	
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1	C E R T I F I C A T E	1	E R R A T A
2		2	
3	I, Kay L. Merley, a Certified Court	3	
4	Reporter of the State of Missouri, do hereby	4	
5	certify:	5	I wish to make the following changes,
6	That prior to being examined, the witness	6	for the following reasons:
7	was first duly sworn;	7	
8	That said deposition was taken down by me	8	PAGE LINE
9	in shorthand at the time and place hereinbefore	9	_____ CHANGE: _____
10	stated and was thereafter reduced to typewriting	10	REASON: _____
11	under my direction;	11	_____ CHANGE: _____
12	That the foregoing transcript is a true	12	REASON: _____
13	record of the testimony given by said witness;	13	_____ CHANGE: _____
14	That I am not a relative or employee or	14	REASON: _____
15	attorney or counsel of any of the parties or a	15	_____ CHANGE: _____
16	relative or employee of such attorney or counsel	16	REASON: _____
17	or financially interested in the action.	17	_____ CHANGE: _____
18	Witness my hand and seal this 25th day of	18	REASON: _____
19	April, 2017.	19	_____ CHANGE: _____
20		20	REASON: _____
21		21	
22		22	
23	Kay L. Merley	23	WITNESS' SIGNATURE
24	Missouri Supreme Court	24	DATE
25	Certified Court Reporter, #822	25	